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15005 NW Cornell LLC

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re

15005 NW CORNELL LLC, and

VAHAN M. DINIHANIAN, JR.

Debtors.¹

15005 NW CORNELL LLC, an Oregon
limited liability corporation,

Plaintiff,

v.

TASHA TEHERANI-AMI, fka TASHA
DINIHANIAN, an individual,

Defendant.

Bankruptcy Case No. 19-31883-dwh11

Adv. Proc. No. _____

**COMPLAINT TO AVOID FRAUDULENT
TRANSFER PURSUANT TO 11 U.S.C.
§ 544(b) AND ORS 95.230-280**

Prayer: Avoidance of Deed of Trust

15005 NW Cornell LLC (“**Plaintiff**”), for its causes of action against Defendant states, claims,
and alleges as follows:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: 15005 NW Cornell LLC (5523) and Vahan M. Dinihanian, Jr. (0871) (Case No. 19-31886-dwh11)).

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7.

Defendant and Dinihanian agreed to the entry of General Judgment of Dissolution of Marriage (the “**Judgment**”), entered on the court’s registry on March 22, 2016.

8.

The Judgment included an obligation on the part of Dinihanian to pay Defendant \$2.25 million (“**Defendant’s Claim**”) no later than January 6, 2019.

9.

The Judgment required Defendant’s Claim to be secured by, among other collateral, a Trust Deed, Security Agreement, Assignment of Leases and Rents, and Fixture Filing (the “**Trust Deed**”), executed by Plaintiff, as grantor, encumbering real property commonly known as 15005 NW Cornell Road, Beaverton, OR 97006.” (the “**Cornell Property**”).

10.

Plaintiff was not a party to the Divorce Proceedings or the Judgment. Plaintiff did not stipulate to the Judgment.

11.

Dinihanian caused Plaintiff to execute the Trust Deed on or about February 1, 2016 and to thereafter deliver it to Defendant.

12.

Defendant caused the Trust Deed to be recorded, creating a security interest in the Cornell Property (the “**Transfer**”), on February 8, 2016, as Recording No. 2016-008669, in the records of Washington County, Oregon.

13.

Plaintiff received no consideration in exchange for the Transfer.

14.

Plaintiff was not indebted to Defendant prior to the conclusion of the Divorce Proceedings.

1 **15.**

2 At the time of the Transfer, Plaintiff's sole or primary asset was and continues to be its interest in
3 the Cornell Property.

4 **16.**

5 At the time of the Transfer, Plaintiff generated no revenue, through its interest in the Cornell
6 Property or otherwise.

7 **17.**

8 Since the Transfer, Plaintiff has made repeated efforts, without success, to borrow against its
9 interest in the Cornell Property to pay its debts as they come due, including Defendant's Claim.

10 **CLAIM FOR RELIEF**
11 **(Avoidance)**

12 **18.**

13 Plaintiff re-alleges paragraphs 1-17 above.

14 **19.**

15 Under 11 U.S.C. § 544(b) and 550, Plaintiff, with the powers of a trustee pursuant to 11 U.S.C.
16 § 1107(a), may avoid a transfer of an interest in property of a debtor from a transferee that is avoidable
17 under applicable non-bankruptcy law.

18 **20.**

19 Plaintiff made the Transfer to Plaintiff within four (4) years of the commencement of this
20 adversary proceeding. Oregon Revised Statutes ("ORS") 95.280(2). Plaintiff executed the Trust Deed
21 on or about February 1, 2016, and Defendant caused the Trust Deed to be recorded on February 8, 2016.

22 **21.**

23 Plaintiff did not receive reasonably equivalent value in exchange for the Transfer. ORS
24 95.230(1)(b), ORS 240(1).
25
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